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Signed and Filed: May 22, 2020

A handwritten signature in black ink, appearing to read "Hannah L. Blumenstiel", is written over a horizontal line.

HANNAH L. BLUMENSTIEL
U.S. Bankruptcy Judge

Attorney for Debtor

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re

JEFFREY E. DEWEESE,

Debtor.

Case No. 19-30625 HLB13

CHAPTER 13

**ORDER GRANTING MOTION FOR
ENTRY OF ORDER APPROVING
STIPULATION AMONG DEBTOR AND
SAINT FRANCIS MEMORIAL HOSPITAL
FOR RESOLUTION OF OCCUPANCY
DISPUTE**

[No Hearing Requested]

*The Stipulation among Debtor Jeffrey E. DeWeese and Saint Francis Memorial Hospital for Resolution of Occupancy Dispute (the “**Stipulation**”) made and entered into by among (i) Jeffrey E. DeWeese (the “**Debtor**”) and (ii) Saint Francis Memorial Hospital (“**SFMH**”), and the Notice of Motion and Motion for Entry of Order Approving Stipulation among Debtor and Saint Francis Memorial Hospital (the “**Motion**”) filed by the Debtor, came on for hearing at the above-captioned date and time, the Honorable Hannah L. Blumenstiel, United States Bankruptcy Judge, presiding. Appearances were made as noted in the Court’s record of the hearing. Unless otherwise indicated, capitalized terms used in this Order shall have the meanings set forth in the*

1 Motion.

2 The Court having reviewed the Stipulation and considered the Motion, and all pleadings
3 and papers filed in support thereof, the evidence submitted, and the arguments of the parties at
4 the hearing, and having found that notice of the Motion was adequate and proper and that no
5 further notice need be given, and good cause appearing therefor,

6 **IT IS HEREBY ORDERED** that:

- 7
- 8 1. The Motion is granted.
 - 9 2. The Stipulation and the terms thereof are approved, as follows:
 - 10 i. The Debtor will vacate the Premises completely on or before May 31, 2020, and
11 will leave the Premises in broom clean condition.
 - 12 ii. SFMH will agree to reimburse up to \$15,000 of substantiated moving, storage, or
13 relocation expenses incurred by the Debtor.
 - 14 a. The Debtor shall provide sufficient documentation (invoices, receipts,
15 payment confirmation, etc.) of the relocation expenses incurred.
 - 16 b. Within fourteen (14) days of receipt of the substantiating documentation from
17 Debtor's counsel, SFMH shall issue a reimbursement payment up to a total
18 amount of \$15,000 (the "**Reimbursement Payment**").
 - 19 c. If and to the extent that the Debtor does not leave the Premises in acceptable,
20 broom clean condition, SFMH shall be entitled to surcharge the \$15,000
21 expense reimbursement to cover any cleaning, repair, or other necessary work
22 to restore the Premises to original condition.
 - 23 d. Accordingly, the Reimbursement Payment shall not be required to be made
24 until fourteen (14) days after the date on which Debtor provides notice that he
25 has completely vacated the Premises.
 - 26 iii. SFMH is not required to file or prosecute any State Court eviction proceedings;
27 rather the Bankruptcy Court's Order shall require the Debtor to vacate on or prior
28 to May 31, 2020.
 - iv. The Bankruptcy Court shall retain jurisdiction to enforce this Order as to the issue
of possession and reimbursement.
 - v. All other rights, claims, defenses, or offsets are reserved by the Parties.

3. The Parties are authorized to take such further actions and execute such
further documents as necessary to effectuate the provisions of the Order.

End of Order*

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COURT SERVICE LIST

- All ECF Participants